(This is NOT an Order)			is not	a small business se	et-as	iae			1 age	1 01 20	
1. Request No.		Date Issued	3. Requisition/Purchase Request No. 4.		4. C	Cert For Nat Do	ef. Under BDS	A .	Ratin	g	
W56HZV-04-Q-0680		2004FEB23	See Scl	_			Reg. 2 and/or D				DOA4
5A. Issued By	•		•		-		6. Deliver by	(Date)	1		
TACOM WARREN I	BLDG 231		W56HZV					See Sc	hedule		
AMSTA-AQ-AHPA WARREN, MICHIGAN	v 48397-50	0.0					7. Delivery				
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5D E 10 4	C II AI	7.7.7	\A\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				Destination	on			
JOSEPH MARLOWE	i Call: (Nam	e and telephone (586)574-794	no.) (No collect calls)								
EMAIL: MARLOWEJ	TACOM.ARM										
8. To: Name and Ad	dress, Inclu	ding Zip Code					9. Destination	n (Consignee a	nd addı	ress, in	cluding
							Zip Code)				
								See Sc	hedule		
10. Please Furnish	Onotations t	in IMPORTA	ANT: This is a request fo	r info	rmation and quot	ation	ne furnished a	e not offers	If you a	re iins	ble to quote
the Issuing Office in	-		cate on this form and re		, <u>.</u>						
or Before Close of B	Business		osts incurred in the prep								
(Date) 2004MA	R22		re of domestic origin unle				oter. Any inte	rpretations an	d/or cei	rtificat	ions attached
		to this Req	uest for Quotation must	be con	npleted by the quot	ter.					
		1	1. Schedule (Include app	licable	e Federal, State, an	d lo	cal taxes)				
Item Number		Supplie	s/Services		Quantity		Unit	Unit Pri	ice		Amount
(a)			(b)		(c)		(d)	(e)			(f)
											_
		(See S	chedule)								
		(,								
12. Discount For Pro	omnt Pavma	enf	a. 10 Calendar Days	h	o. 20 Calendar Day	/S	c. 30 Cala	endar Days	Ą	Calen	dar Days
12. Discount 1 of 11.	ompt i aym		" was a substantial bays		. 20 Calchaar Day	%	c. so care	%	Nun		Percentage
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NOTE: Additional											
13. Name and Addre	ess of Quote	r (Street, City, (County, State and		Signature of Person	Aut	thorized to Sig	n	15. Dat	e of Qı	ıotation
Zip Code)				(Quotation						
a. Name (Type or Prin				16. Si	gner						
			a. Na	ame (Type or Print	:)				b. Tele	phone	
									Area C	ode	
				c. Ti	tle (Type or Print)				Numbe	r	
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AUTHORIZED FO	R LOCAL I	REPRODUCTIO	ON				Stand	lard Form 18 (Rev. 8-	95)	

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 2 of 26

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING JUL/2003 (TACOM)

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over quidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

3 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-Q-0680}$ MOD/AMD

Page 3 **of** 26

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
		CAUTION: ELECTRON THE CLAU REQUIREI	OFFER CICALLY USE ENTI	**************************************	FFERS H QUOTATIONS
		*****	*****	*******	
	(End of narrative A001)				
0001	NSN: 6220-01-425-3579 FSCM: 19207 PART NR: 12365213 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	73	EA	\$	\$
	NOUN: SPOTLIGHT PRON: EH492463EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 12365213 DATE: 04-DEC-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET IN TDP UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV333302438 W25G1U J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 57 0150				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Page 4 of 26

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY				
	BUILDING MISSION DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W56HZV33302439 W45G19 J 2				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 10 0150				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS				
	(W45G19) XR W390 RED RIVER MUNITIONS CTR				
	HIGHWAY 82 WEST CL V TPF				
	GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	003 W56HZV33302440 W62G2T J 2				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 6 0150				
	FOB POINT: Destination				
	CHID TO FEDERAL ADDRESS				
	SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN				
	25600 S CHRISMAN ROAD				
	REC WHSE 10 PH 209 839 4307				
	TRACY CA 95376-5000				
	GOVERNMENT REQUESTED DELIVERY:150 DAYS				
	AFTER RECEIPT OF ORDER.				
	CONTRACTOR PROPOSED DELIVERY: DAYS				
	AFTER RECEIPT OF ORDER.				
	(End of narrative F001)				

CONTINUATION SHEET Reference No. of Document Being Continued Page 5 of 26 PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Name of Offeror or Contractor:

Traffic of O	neror or contractor.		
CONTRACT CL	AUSES		
4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
5	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
6	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
7	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
8	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
9	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
10	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
11	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
12	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
13	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: <u>Qualification requirement</u>, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		
Manufacturer's Name		
Source's Name		
Item Name		
Service		
Identification	Test Number	(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

14 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002) APR/2002

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 6 of 26

Name of Offeror or Contractor:

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 335129.
- (2) The small business size standard is 500
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) Representations.
 - (1) The offeror represents as part of its offer that it [] is, [] is not, a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a woman-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [] is, [] is not, a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a service-disabled veteran-owned small business
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It [] is, [] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the $representation in paragraph \ (b)(6)(i) \ of \ this \ provision \ is \ accurate \ of \ the \ HUBZone \ small \ business \ concerns \ that \ are$ participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
 - [] Black American.
 - [] Hispanic American.
 - [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 -] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 - [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 - [] Individual/concern, other than one of the preceding.
 - (c) Definitions. As used in this provision--
 - "Service-disabled veteran-owned small business concern"-
 - (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

Reference No. of Document Being Continued CONTINUATION SHEET

PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Page 7 of 26

Name of Offeror or Contractor:

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
 - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

15 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
 - (d) We hereby specify that the required F.O.B. point for this acquisition is destination.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 26
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD	
NT 0.000 C + +		

16 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES (TACOM)

JUL/2002

(a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
 - (3) Value Engineering Change Proposal (VECP). A proposal that --
 - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.
 - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
 - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (DAI).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
 - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
 - (d) Submittal Procedures for ECPs/VECPs/RFDs.
 - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 26
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD	

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer majewskv@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
 - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
 - (i) Ouestions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

17 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Bei	Page 10 of 26	
CONTINUATION SHEET	PHN/SHN W56HZV-04-Q-0680	MOD/AMD	

18 52.211-4515 PACKAGING REQUIREMENT (SPECIAL PACKAGING INSTRUCTIONS) SEP/2003

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: -1-
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK14253579
 - (a) REVISION As listed on TDP
 - (b) DATE OF REVISION As listed on TDP
- (b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage
 - (c) Marking:
- (1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at http://www.easysoftcorp.com/products/Software/MSL.html. Insure that the ship to and mark for in-the-clear delivery address is complete including:consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- (d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

CONTINUATION SHEET Reference No. of Document Being Continued Page 11 of 26 PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Name of Offeror or Contractor:

- (e) Hazardous Materials(As applicable):
- (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
 - (f) SUPPLEMENTAL INSTRUCTIONS: None

[End of Clause]

19 52.242-4022 DELIVERY SCHEDULE (TACOM)

MAY/2000

- (a) The following delivery schedule applies to this procurement:
 - (1) See the Government's proposed schedule in Section B. Start deliveries 150 days after the date of award.
 - (2) You can accelerate delivery at no additional cost to the Government.
 - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
- (b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM DF _____ UNITS EVERY 30 DAYS.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680 MO

MOD/AMD

Page 12 of 26

Name of Offeror or Contractor:

20 52.204-

TAXPAYER IDENTIFICATION

OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (d) Taxpayer Identification Number (TIN).
 * TIN:
 - * TIN has been applied for.
 - * TIN is not required because:
- * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - * Offeror is an agency or instrumentality of a foreign government;
 - * Offeror is an agency or instrumentality of a Federal Government;
 - * Other. State basis._____
 - (e) Type of organization.
 - * Sole proprietorship;
 - * Partnership;
 - * Corporate entity (not tax-exempt):
 - * Corporate entity (tax-exempt):
 - * Government entity (Federal, State, or local);
 - * Foreign government;
 - * International organization per 26 CFR 1.6049-4;
 - * Other _____.
 - (f) Common Parent.
 - * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - * Name and TIN of common parent:

Name			

CONTINUATION SHEET	Reference No. of Do	cument Being C	Continued	Page 13 of 26
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-Q-	0680	MOD/AMD	
Name of Offeror or Contractor:				
TIN				
	[End of Provis	ion]		
21 52.207-4 ECONOMIC	PURCHASE QUANTITY SUPPLIES			AUG/1987
(a) Offerors are invited to state an	n opinion on whether the quant	itv(ies) of su	pplies on which bid	ds. proposals. or quotations
equested in this solicitation is (are) ec				, , , , , , , , , , , , , , , , , , , ,
(b) Each offeror who believes that a conomic purchase quantity. If different				
conomic purchase quantity is that quantit	y at which a significant pric			
ifferent quantity points, this informatio	on is desired as well.			
	OFFEROR RECOMMEND	ATION		
		PRICE		
<u>ITEM</u>	QUANTITY	QUOTATION	TOTA	<u>AL</u>
equirements indicate that different quant	ities should be acquired. [End of Provis	ion]		
22 52.222-22 PREVIOUS	CONTRACTS AND COMPLIANCE REPO	RTS		FEB/1999
				,
The offeror represents that				
(1) It [] has [] has not				
[] has not				
articipated in a previous contract or sub	ocontract subject to the EQUAL	OPPORTUNITY c	lause of this solid	citation;
(2) It [] has				
[] has not				
iled all required compliance reports; and	l			
(3) Representations indicating efore subcontract awards.	submission of required compli	ance reports,	signed by proposed	subcontractors, will be obta
	[End of Provis	ion]		
23 52.222-25 AFFIRMATI	VE ACTION COMPLIANCE			APR/1984
The offeror represents that				
(1) It [] has developed and	has on file			
	and does not have on file,			

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-

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Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Page 14 of 26

Name of Offeror or Contractor:

2), or

(2) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

24 52 247-48

F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)

JUL/1995

MAR/1998

APR/2003

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
 - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

25 252.225-7035

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION

ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE, ALT I

Substitue the phrase "Canadian end product" for the pharase "NAFTA country end product" in paragraph (a); and substitute the phrase "Canadian end products" for the phrase "NAFTA country end products" in paragraphs (b) and (c)(2)(ii) of the basic clause.

[End of Provision]

26 252.225-7036,

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION

ALT I ACT--BALANCE OF PAYMENTS PROGRAM, Alternate I dated April 2003

(a) Definitions. As used in this clause-

- (1) "Component" means an article, material, or supply incorporated directly into an end product.
- (2) "Domestic end product" means-
 - (i) An unmanufactured end product that has been mined or produced in the United States; or
 - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-
 - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
 - (4) "Foreign end product" means an end product other than a domestic end product. (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
- (6) "Canadian end product," means an article that-
 - (i) Is wholly the growth, product, or manufacture of Canada; or
 - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 15 of 26

Name of Offeror or Contractor:

not exceed the value of the product itself.

- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
- (9) "Qualifying country end product" means-
 - (i) An unmanufactured end product mined or produced in a qualifying country; or
 - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (A) Components mined, produced, or manufactured in a qualifying country.
 - (B) Components mined, produced, or manufactured in the United States.
 - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Canadian end product, the Contractor shall deliver a qualifying country end product, a Canadian end product, or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

27 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS

MAR/1998

- (a) Definition. "Eligible end product," as used in this clause, means-
- (1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;
- (2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or
- (3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.
- (b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-
 - (1) Directly with a foreign concern as a prime contract; or
 - (2) As a subcontract or purchase order under a contract with a domestic concern.
- (c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.
 - (d) The Contractor warrants that-
- (1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and
- (2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer
- (e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 16 of 26

Name of Offeror or Contractor:

as the Contractor may otherwise agree.

- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-
 - (1) Consign the shipments to the appropriate-
 - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
 - (ii) Military installation; and
 - (2) Include the following information-
 - (i) Prime contract number, and delivery order if applicable;
 - (ii) Number of the subcontract/purchase order for foreign supplies if applicable;
 - (iii) Identification of carrier;

(iv)

- (A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
 - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.
 - (g) Preparation of customs forms.
- (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
 - (h) The Contractor agrees-
- (1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
 - (2) To consign the shipment as specified in paragraph (f) of this clause; and
 - (3) To mark the exterior of all package as follows:

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Page 17 of 26

Name of Offeror or Contractor:

- (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and
- (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-
 - (1) Prime contractor's name, address, and CAGE code;
 - (2) Prime contract number, and delivery order number if applicable;
 - (3) Total dollar value of the prime contract or delivery order;
 - (4) Expiration date of the prime contract or delivery order;
 - (5) Foreign supplier's name and address;
 - (6) Number of the subcontract/purchase order for eligible end products;
 - (7) Total dollar value of the subcontract for eligible end products;
 - (8) Expiration date of the subcontract for eligible end products;
 - (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
 - (11) The scheduled delivery date(s).

[End of Clause]

28 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
 - (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or

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Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 18 of 26

Name of Offeror or Contractor:

Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

29 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000 (TACOM)

(a) If you have a company data fax number, please provide it on the following line:______

- (b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:
 - (c) Provide your CAGE (Contractor And Government Entity) code here:

[End of Provision]

30 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

	Reference No. of Document Being Continued
CONTINUATION SHEET	

PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Page 19 of 26

Name of Offeror or Contractor:

[End of Clause]

31 52.211-4008 DRAWING LIMITATIONS (TACOM)

NOV/2002

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
 - (1) depict the completed (item(s), and
 - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

32 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001 (TACOM) (CARC) ON METALLIC SURFACES

(a) <u>Application</u>: MIL-C-46168 MIL-C-53039 MIL-PRF-22750

- (b) <u>End-Item Paint Inspection</u>: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a <u>lot</u> shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:
 - (1) Directly adjacent to a weld
 - (2) On or directly adjacent to a machine cut or sheared edge.
 - (3) On any mechanically formed surface when lubricants/drawing compounds were used.
 - (4) On paint touch-up areas.
- (c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.
- (d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 26
	PHN/SHN W56HZV-04-Q-0680	MOD/AMD	

pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

- (1) <u>Film Thickness</u>. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
- (2) <u>Scribe Tape Test</u>. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
- (i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
- (ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
- (iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
- (iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

 $^{{}^{\}star}\text{May}$ not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 21 of 26
	PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD	

- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

33 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE APR/2000 (TACOM)

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

34 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
 - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
 - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
 - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
 - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 22 of 26
	PIIN/SIIN W56HZV-04-Q-0680	MOD/AMD	

- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

35 52.213-4007 QUOTER REPRESENTATIONS (REQUEST FOR QUOTATIONS) FEB/1998 (TACOM)

(a) As part of this quotation, we represent as the quoter that we--

[] Do [] Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term <u>supplies</u> is defined in the <u>Transportation of Supplies by Sea</u> clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Clause]

36 52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR DEC/2002 (TACOM) OUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Office XP or Microsoft* 2000 Office Products (TACOM can currently read Ofice 2000* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

(b) Acceptable media: 100 or 250 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680 MOI

MOD/AMD

Page 23 of 26

Name of Offeror or Contractor:

(1) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).

- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.
 - (d) Electronic quotations should include, as a minimum:
 - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
 - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
 - (4) Any other information required by the Request for Quotations.
 - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

*Registered trademark

[End of provision]

37 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

38 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002 (TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 24 of 26

Name of Offeror or Contractor:

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

39 52.246-4005

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

(TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant:	
	(Name and Address)
Subcontractor's Plant:	
	(Name and Address)

[End of Clause]

40 52.246-4025 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM (TACOM) REQUIREMENT

MAR/2000

- (a) This solicitation will result in a purchase order that will require the contractor to use a quality-assurance system to ensure the quality of the purchased items.
- (b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Paragraph f (below) asks you to identify what quality-assurance system you will use.
- (1) If you indicate that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.
- (2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting order. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify which standard you intend to use).
 - (3) If you provide a description of your quality system, make sure that your description covers how your system:
 - --achieves defect prevention, and
 - --provides process control, and
 - --ensures adequate quality controls throughout all areas of performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for award.
- (e) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of performance.

CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680 MOD/AMD

Page 25 of 26

Name of Offeror or Contractor:

(f) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

[] ISO 9001 [] ISO 9002 [] QS 9000 [] ANSI/ASQ Q9001 [] ANSI/ASQ Q9001 [] Other, specifically ______

(Note: if you check the <u>other</u> block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word <u>other</u>, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive an award, your proposed system will be required.)

- (g) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (h) At any point during performance, we have the right to review your quality system to assess its effectiveness in meeting requirements.

[End of Clause]

41 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

FEB/2004

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7326 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm
- (d) When the final DD 250 has been submitted, the contractor shall send a letter, with a copy of the DD250, indicating that the last DD 250 has been submitted and transmit it to the Government using one of the following methods:
 - (1) Our first preference is for you to send the letter to the DD250 mailbox at DD250@tacom.army.mil AND the Contract Specialist's email (located on the first page of your contract in block 5).
 - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 874-7552 and use DD250 mailbox and Contract Specialists name in the to: block of your fax cover or header sheet.

[End of Clause]

42 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-Q-0680

MOD/AMD

Page 26 of 26

Name of Offeror or Contractor:

USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

43 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000 (TACOM)

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
 - (1) Unit Package:
- (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).
 - (ii) Unit Package Exterior Size/Weight of Unit Package with contents: Length_____ x Width____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds (2) Shipping Container: (i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN: Length, ____ x Width, ___ x Height,____ (expressed in feet and inches) (ii) Number of unit packages per shipping container ___ (iii) Gross weight of Shipping container and contents ___ (3) Unitized Loads: Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: ___ (ii) Number of Shipping containers per pallet/skid ____ (iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting (iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity: Length, ____ x Width, ___ x Height,___ (expressed in feet and inches) (v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]